

EXECUTED  
BASED ON ARBITRATION AWARD

**2005 - 2006  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1072**

**MILWAUKEE COUNTY  
LABOR RELATIONS  
ROOM 210, COURTHOUSE  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233**

FIRE FIGHTERS  
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2005-2006  
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MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1072

\* \* \* \* \*

This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County" and Milwaukee County Fire Fighters Association International Association of Fire Fighters Local 1072 as representatives of employees who are employed by the County of Milwaukee, hereinafter referred to as "Association".

W I T N E S S E T H

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Milwaukee County Fire Fighters' Association International Association of Fire Fighters Local 1072 as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission, Case No. IX, No. 8750, ME-51, Decision No. 7135-G, as amended in respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes, as amended.

1 1.02 EMPLOYEE DEFINED

2       Wherever the term "employee" is used in this Agreement, it shall mean and include  
3 only those employees of Milwaukee County within the certified bargaining unit represented  
4 by the Association.

5  
6 1.03 DURATION OF AGREEMENT

7 (1)   The provisions of this Agreement shall become effective on January 1, 2005 unless  
8       herein provided. Unless otherwise modified or extended by mutual agreement of the  
9       parties, the agreement shall expire on December 31, 2006.

10 (2)   The initial bargaining proposals of the County and the Association for a successor  
11       Agreement shall be exchanged prior to October 15, 2006 or at a time mutually  
12       agreeable to the parties.

13  
14       Thereafter, negotiations shall be carried on in an expeditious manner and shall  
15       continue until all bargainable issues between the parties have been resolved.

16  
17 1.04 MANAGEMENT RIGHTS

18       The County of Milwaukee retains and reserves the sole right to manage its affairs in  
19 accordance with all applicable laws, ordinances, resolutions, and executive orders. Included  
20 in this responsibility, but not limited thereto, is the right to determine the number, structure  
21 and location of departments and divisions; the kinds and number of services to be performed;  
22 the right to determine the number of positions and the classifications thereof to perform such  
23 service; the right to direct the work force; the right to establish qualifications for hire, to test  
24 and to hire, promote and retain employees; the right to transfer and assign employees, subject  
25 to existing practices and the terms of this Agreement; the right, subject to civil service  
26 procedures and the terms of this Agreement related thereto, to suspend, discharge, demote or  
27 take other disciplinary action and the right to release employees from duties because of lack  
28 of work or lack of funds; the right to maintain efficiency of operations by determining the  
29 method, the means and the personnel by which such operations are conducted and to take  
30 whatever actions are reasonable and necessary to carry out the duties of the various  
31 departments and divisions.

1 In addition to the foregoing, the County reserves the right to make reasonable rules  
2 and regulations relating to personnel policies, procedures and practices and matters relating to  
3 working conditions, giving due regard to the obligations imposed by this Agreement.

4 However, the County reserves total discretion with respect to the function or mission  
5 of the various departments and divisions, the budget, organization, or the technology of  
6 performing the work. These rights shall not be abridged or modified except as specifically  
7 provided for by the terms of this Agreement, nor shall they be exercised for the purpose of  
8 frustrating or modifying the terms of this Agreement. But these rights shall not be used for  
9 the purpose of discriminating against any employee or for the purpose of discrediting or  
10 weakening the Association.

11 In planning to contract or subcontract work, the County shall give due consideration to  
12 the interest of County employees by making every effort to insure that employees with  
13 seniority will not be laid off or demoted as a result of work being performed by an outside  
14 contractor.

15 In the event a position is abolished as a result of contracting or subcontracting, the  
16 County will hold advance discussions with the Association prior to letting the contract. The  
17 Association representatives will be advised of the nature, scope of work to be performed, and  
18 the reasons why the County is contemplating contracting out work. Notification for advance  
19 discussions shall be in writing and delivered to the President of the Association by certified  
20 mail.

21  
22 1.05 AFFIRMATIVE ACTION STATEMENT

23 The County and the Association agree to abide by all of the provisions of the Consent  
24 Order in Civil Action No. 74-C-374 in the United States District Court for the Eastern District  
25 of Wisconsin in Johnnie G. Jones, et al., vs. Milwaukee County, et al. The County and the  
26 Association further agree that when provisions of the Agreement are in conflict with the  
27 Consent Order, the provisions of the Consent Order shall be controlling.

## PART 2

The provisions of this Part 2 shall become effective in accordance with Part 1 unless otherwise provided.

### 2.01 SALARY

(1) Effective July 03, 2005 wages of bargaining unit employees shall be increased by five-and-one-half percent (5.5%).

(2) Effective January 01, 2006 wages of bargaining unit employees shall be increased by five-and-one-half percent (5.5%).

(3) Those employees who are licensed as an Emergency Medical Technician shall receive a premium of one-and-one-half percent (1.5%) above their base pay.

Fire Fighters' 2005 - 2006 Wage Rates (for informational purposes only)							
EFFECTIVE JULY 2, 2005 PAY RANGE 17B				EFFECTIVE JANUARY 1, 2006 PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	11.39	1,279.50	33,394.95	1	12.02	1,349.87	35,231.61
2	13.61	1,528.65	39,897.77	2	14.36	1,612.73	42,092.25
3	14.38	1,615.01	42,151.76	3	15.17	1,703.84	44,470.22
4	14.66	1,646.27	42,967.65	4	15.47	1,736.81	45,330.74
5	14.95	1,679.04	43,822.94	5	15.77	1,771.38	46,233.02
6	15.35	1,724.31	45,004.49	6	16.20	1,819.14	47,479.55
7	15.67	1,759.85	45,932.09	7	16.53	1,856.64	48,458.30
8	15.98	1,794.36	46,832.80	8	16.86	1,893.05	49,408.61
9	16.54	1,857.05	48,469.01	9	17.45	1,959.19	51,134.86
10	17.19	1,930.42	50,383.96	10	18.14	2,036.59	53,155.00
EFFECTIVE JULY 2, 2005 PAY RANGE 18B				EFFECTIVE JANUARY 1, 2006 PAY RANGE 18B			
STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	13.91	1,562.09	40,770.55	1	14.68	1,648.00	43,012.80
2	14.18	1,592.43	41,562.42	2	14.96	1,680.01	43,848.26
3	14.97	1,680.91	43,871.75	3	15.79	1,773.36	46,284.70
4	15.37	1,726.21	45,054.08	4	16.22	1,821.16	47,532.28
5	15.80	1,774.60	46,317.06	5	16.67	1,872.20	48,864.42
6	16.25	1,824.34	47,615.27	6	17.14	1,924.68	50,234.15
7	16.56	1,859.90	48,543.39	7	17.47	1,962.20	51,213.42
8	16.87	1,894.42	49,444.36	8	17.80	1,998.61	52,163.72
9	17.43	1,957.13	51,081.09	9	18.39	2,064.77	53,890.50
10	18.08	2,030.47	52,995.27	10	19.08	2,142.15	55,910.12

1 2.015 OVERTIME

2 For purposes of the Fair Labor Standards Act employees covered by the terms of this  
3 agreement shall be paid overtime for hours worked in excess of 114 in the 15-day work  
4 period.  
5

6 2.02 EDUCATIONAL BONUS

- 7 (1) The County will make the following annual payments for the completion of  
8 course work described in paragraph (4) herein for all fire fighters in the  
9 bargaining unit:

10 \$125.00 per year for 16 credits

11 \$175.00 per year for 28 credits

12 \$225.00 per year for 40 credits

13 \$275.00 per year for 52 credits

14 \$325.00 per year for 64 credits

15 \$500.00 for associate degree or 75 credits

16 These payments shall be made on an annual basis as soon as possible  
17 after December 31 of the current year. No payments will be made to fire  
18 fighters for any year in which they do not remain in the employ of Milwaukee  
19 County for the full calendar year.

20 Fire fighters who attain the required educational credits during the  
21 calendar year shall be paid a prorated amount from the first pay period after the  
22 educational courses are completed and reported to the County by December 31  
23 of that year.

24 The above stated salary payments shall be over and above the base  
25 salary of the positions eligible for these payments.

- 26 (2) No employee will be eligible for these salary payments unless he has a  
27 minimum of 5 years' of current continuous service with Milwaukee County as  
28 a fire fighter.

- 29 (3) These payments shall not be used in the calculation of overtime-premium pay or  
30 in the calculation of pension benefits.



- 1           (4)    The courses of study leading to an Associate Degree in Fire Science/Technology  
2                   and Bachelors Degree in Fire Administration or Business Administration, from  
3                   any educational institution accredited by the North Central Accrediting  
4                   Association shall be acceptable.

5  
6   Section 2.03 is effective January 1, 2005 through December 31, 2005. Section 2.031 shall  
7   replace Section 2.03 in its entirety on January 1, 2006.

8  
9   2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 10           (1)    Health and Dental Benefits shall be provided for in accordance with the terms and  
11                   conditions of the current Plan Document and the Group Administrative Agreement  
12                   for the Milwaukee County Health Insurance Plan or under the terms and conditions  
13                   of the insurance contracts of those Health Maintenance Organizations approved by  
14                   Milwaukee County.
- 15           (2)    Eligible employees may choose health benefits for themselves and their dependents  
16                   under a fee-for-service plan or Health Maintenance Organization approved by the  
17                   County.
- 18           (3)    Each eligible employee enrolled in the County health plan, shall pay \$80.00 monthly  
19                   for the cost of a single plan and \$100.00 monthly for family plan coverage.
- 20           (4)    Each eligible employee enrolled in an HMO approved by the County, shall pay  
21                   \$80.00 per month for single plan coverage and \$100.00 per month for family plan  
22                   coverage.
- 23           (5)    The appropriate payment shall be made through payroll deductions. When  
24                   there are not enough net earnings to cover such a required contribution, and the  
25                   employee remains eligible to participate in a health care plan, the employee  
26                   must make the payment due within ten working days of the pay date such a  
27                   contribution would have been deducted. Failure to make such a payment will  
28                   cause the insurance coverage to be canceled effective the first of the month for  
29                   which the premium has not been paid.
- 30           (6)    In the event an employee who has exhausted accumulated sick leave is placed on

1 leave of absence without pay status on account of illness, the County shall continue  
2 to pay the monthly cost or premium for the Health Plan chosen by the employee and  
3 in force at the time leave of absence without pay status is requested, if any, less the  
4 employee contribution during such leave for a period not to exceed 1 year. The 1-  
5 year period of limitation shall begin to run on the first day of the month following  
6 that during which the leave of absence begins. An employee must return to work for  
7 a period of sixty (60) calendar days with no absences for illness related to the  
8 original illness in order for a new 1-year limitation period to commence.

9 (7) Where both husband and wife are employed by Milwaukee County, either the  
10 husband or the wife shall be entitled to one family plan. Further, if the husband  
11 elects to be the named insured, the wife shall be a dependent under the husband's  
12 plan, or if the wife elects to be the named insured, the husband shall be a dependent  
13 under the wife's plan. Should neither party make an election the County reserves the  
14 right to enroll the less senior employee in the plan of the more senior employee.

15 (8) Coverage of enrolled employees shall be in accordance with the monthly  
16 enrollment cycle administered by the County.

17 (9) Upon the death of any retiree, only those survivors eligible for health insurance  
18 benefits prior to such retiree's death shall retain continued eligibility for the  
19 Employee Health Insurance Program.

20 (10) Employees hired on and after January 1, 1994 may upon retirement opt to continue  
21 their membership in the County Group Health Benefit Program upon payment of  
22 the full monthly cost.

23 (11) Under the Milwaukee County Health Insurance Plan the major medical co-payment  
24 shall be 20%, after application of the deductible up to the applicable maximum.

25 Each eligible employee will be limited to pay an annual out of pocket  
26 expense for their costs payable under Major Medical provisions, including any  
27 applicable deductible and percent co-payment, to a maximum of \$1,500.00 under a  
28 single plan and \$2,500.00 under a family plan. Major medical benefits will be paid  
29 by the County at 100% after the annual out of pocket maximum has been satisfied.

- 1 (12) Eligible employees may continue to apply to change their health plan to one of the  
2 options available to employees on an annual basis. This open enrollment shall be  
3 held at a date to be determined by the County and announced at least 45 days in  
4 advance.
- 5 (13) The County shall have the right to require employees to sign an authorization  
6 enabling non-County employees to audit medical and dental records. Information  
7 obtained as a result of such audits shall not be released to the County with  
8 employee names unless necessary for billing, collection, or payment of claims.
- 9 (14) The County reserves the right to terminate its contracts with its health plans and  
10 enter into a contract with any other administrator. The County may terminate its  
11 contract with its current health plan administrator and enter into a replacement  
12 contract with any other qualified administrator or establish a self-administered plan  
13 provided:
- 14 (a) That the cost of any replacement program shall be no greater to individual  
15 group members than provided in par. (3) above immediately prior to  
16 making any change.
- 17 (b) That the coverages and benefits of such replacement program shall remain  
18 the same as the written Plan Document currently in effect for employees  
19 and retirees.
- 20 (c) Prior to a substitution of a Third Party Administrator (TPA) or  
21 implementing a self-administered plan, the County agrees to provide the  
22 Union with a full 60 days to review any new plan and/or TPA.
- 23 (15) (a) The deductible under hospital/surgical provisions of the Milwaukee  
24 County Health Plan is \$100.00 per confinement for eligible employees  
25 and/or their dependents.
- 26 (b) All non-emergency admissions as a hospital in-patient must be pre-certified  
27 by an agency selected by the County. The employee or other family  
28 member must telephone the pre-certifying agency forty-eight (48) hours  
29 prior to date of admission and provide the agency with the name, address

1 and telephone number of the admitting physician, the date of the admission,  
2 the name of the hospital of admission, and the name of the patient.

3 (c) For employee(s) who comply with this obligation, the deductible under  
4 hospital/surgical benefit provisions will be reduced to \$50.00 per  
5 confinement for eligible employees and/or their dependents.

6 (d) For emergency admissions, the employee or other family member must  
7 telephone the pre-certifying agency within twenty-four (24) hours after  
8 admission with the name, address, and telephone number of admitting  
9 physician, the date of the admission, the name of the hospital of admission  
10 and the name of the patient.

11 For employee(s) who comply with this obligation, the deductible  
12 under hospital/surgical benefit provisions will be reduced to \$50.00 per  
13 confinement for eligible employees and/or their dependents.

14 (e) Continued hospitalization will also be subject to concurrent review by the  
15 pre-certifying agency. The pre-certifying agency and the claim service  
16 provider shall be selected by the County.

17  
18 (16) (a) The County reserves the right to establish a network of Preferred  
19 Providers under the County Health Plan. The network shall consist of  
20 hospitals, physicians, and other health care providers selected by the  
21 County. For employee(s) and/or their dependents who are authorized  
22 admission as an in-patient to one of the preferred hospitals, the  
23 hospital/surgical deductible applicable to the employee shall be reduced  
24 \$50.00 per confinement.

25 (b) For employees and/or their dependents, the physician co-payment  
26 provided as part of major medical coverage, when a preferred physician  
27 provider is used, shall be reduced to ten percent.

28 (c) The County reserves the right to add, modify, or delete any and all  
29 providers under the Preferred Provider Network. If all Preferred  
30 Providers are eliminated, the County shall waive the \$50.00  
31 hospital/surgical deductible.

1           (17)    *(NOTE: See attached Schedule of Benefits for an outline of this section.)*

2           Milwaukee County shall amend the Schedule of Benefits for the in-patient and  
3           out-patient treatment of Mental and Nervous Disorders, Alcohol and Other  
4           Drug Abuse (AODA), of the Plan Document for the Milwaukee County Health  
5           Plan to channel employees and their dependents to the PPO providers selected  
6           by the County. The channeling shall consist of:

- 7           (a)    If the employee and the dependent use an in-patient PPO facility, benefits  
8                   are payable at 80% of the contracted rate for 30 days as long as the PPO  
9                   approves both the medical necessity and appropriateness of such  
10                  hospitalization.  
11           (b)    If the employee and the dependent use a non-PPO facility, benefits are  
12                   payable at 50% of the contracted rate for a maximum of thirty (30) days.  
13                   The hospitalization is still subject to utilization review for medical necessity  
14                   and medical appropriateness.  
15           (c)    The first two visits of outpatient treatment by network providers will be  
16                   reimbursed at 100% with no utilization review required. Up to 25 further  
17                   visits for outpatient treatment when authorized by the PPO, will be  
18                   reimbursed at 95% of the PPO contracted rate. In addition, when  
19                   authorized by the PPO, up to 30 days per calendar year, per insured, of day  
20                   treatment or partial hospitalization shall be paid at 95% of the contracted  
21                   rate for all authorized stays at PPO facilities.  
22           (d)    The first 15 visits of out-patient treatment authorized by the PPO, but not  
23                   provided by a PPO provider shall be paid at 50% of the contracted rate for  
24                   all medically necessary and appropriate treatment as determined by the  
25                   PPO. When authorized by the PPO, up to 30 days per calendar year, per  
26                   insured, of day treatment or partial hospitalization shall be paid at 50% of  
27                   the contracted rate for all authorized stays at non-PPO facilities.

28           (18)   The Schedule of Benefits of the Plan Document for the Milwaukee County  
29           Health Plan shall be amended to include the following provisions:

- 30           (a)    The annual Major Medical deductible shall be \$400 per insured; the

1                   calendar year Major Medical deductible per family shall be \$1,200.  
2           (b)     If the insured uses a PPO physician, the Major Medical Annual  
3                   deductible will be reduced to \$150 per insured; \$450 per family, per  
4                   year.

5       (19)   Each year, Milwaukee County shall pay a cash incentive of \$500 per contract  
6                   (single or family plan) to each eligible employee who elects to dis-enroll or not to  
7                   enroll in a Milwaukee County Health Plan. Any employee who is hired on and  
8                   after January 1, and who would be eligible to enroll in health insurance under the  
9                   present County guidelines who chooses not to enroll in a Milwaukee County health  
10                  plan shall also receive \$500. Proof of coverage in a non-Milwaukee County group  
11                  health insurance plan must be provided in order to qualify for the \$500 payment.  
12                  Such proof shall consist of a current health enrollment card.

13                The \$500 shall be paid on an after tax basis. When administratively  
14                possible, the County may convert the \$500 payment to a pre-tax credit which the  
15                employee may use as a credit towards any employee benefit available within a  
16                flexible benefits plan. The \$500 payment shall be paid on an annual basis by  
17                payroll check no later than April 1st of any given year to qualified employees on  
18                the County payroll as of January 1st. An employee who loses their non-Milwaukee  
19                County group health insurance coverage may elect to re-join the Milwaukee  
20                County Conventional Health Plan. The employee would not be able to re-join an  
21                HMO until the next open enrollment period. The \$500 award must be repaid in full  
22                to the County prior to coverage commencing. Should an employee re-join a health  
23                plan he/she would not be eligible to opt out of the plan in a subsequent calendar  
24                year.

25       (20)   Effective January 1, 1994, Milwaukee County shall deduct employees'  
26                   contributions to health insurance on a pre-tax basis pursuant to a Section  
27                   125 Plan.

28           (a)     Effective July 1, 2001, after the adoption of a Section 125 Plan  
29                   Document, Milwaukee County shall establish and administer Flexible  
30                   Spending Accounts (FSA's) for those employees who desire to pre-fund

- 1                   their health insurance costs as governed by IRS regulations. The  
2                   County retains the right to select a third party administrator.
- 3           (b)    Other benefits may be included in the Section 125 Plan as mutually  
4                   agreed upon by Milwaukee County and the Union. Such agreement  
5                   would be by collateral agreement to this contract.
- 6           (21)   Prescription drug coverage shall be carved out of the Milwaukee County Health  
7                   Plan. Such coverage shall be provided through a pharmacy benefit management  
8                   program (PBM) approved by the County. The employee shall pay 10% of the cost  
9                   for a generic drug, or 20% of the cost for a brand name drug (\$3 minimum) at the  
10                  point of purchase. The PBM will be responsible for establishing, updating, and  
11                  administering the program. Standard precertification and protocols of the PBM  
12                  will be used.
- 13          (22)   The County shall implement a disease management program. Such program shall  
14                  be designed to enhance the medical outcome of a chronic illness through education,  
15                  treatment, and appropriate care. Participation in the program by the patient shall be  
16                  strictly voluntary, and the patient can determine their individual level of  
17                  involvement. Chronic illness shall be managed through a variety of interventions,  
18                  including but not limited to contacts with patient and physician, health assessments,  
19                  education materials, and referrals. The County shall determine all aspects of the  
20                  disease management program.
- 21          (23)   The County shall have the right to determine “medical providers of excellence.” In  
22                  order to qualify for such designation, such providers shall, in the estimation of the  
23                  County, meet exemplary standards including but not limited to quality of care,  
24                  patient safety, administrative efficiency, patient satisfaction, and/or value pricing  
25                  for specific medical conditions. When the County pre-authorizes medical treatment  
26                  by such provider, the County shall pay 100 percent of all charges except for  
27                  prescription drugs.
- 28          (24)   Milwaukee County will provide a Dental Insurance Plan equal to and no less than  
29                  is currently available to employees. Bargaining unit employees hired on or after  
30                  May 20, 1990 and each eligible employee enrolled in the Milwaukee County

1 Dental Benefit Plan shall pay \$2.00 per month toward the cost of a single plan, or  
2 \$6.00 per month toward the cost of a family plan. Employees may opt not to enroll  
3 in the Dental Plan.  
4

5 Section 2.031 is effective January 1, 2006.

6 2.031 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 7 (1) Health and Dental Benefits shall be provided for in accordance with the terms  
8 and conditions of the current Plan Document and the Group Administrative  
9 Agreement for the Milwaukee County Health Insurance Plan or under the terms  
10 and conditions of the insurance contracts of those Managed Care Organizations  
11 (Health Maintenance Organizations or HMO) approved by the County.
- 12 (2) Eligible employees may choose health benefits for themselves and their dependents  
13 under a Preferred Provider Organization (County Health Plan or PPO) or HMO  
14 approved by the County.
- 15 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly amount  
16 toward the monthly cost of health insurance as described below:
- 17 (a) For the months of January through June of 2006 employees enrolled in the  
18 PPO shall pay eighty dollars (\$80.00) per month toward the monthly cost of  
19 a single plan and one hundred dollars (\$100.00) per month toward the  
20 monthly cost of a family plan.
- 21 (b) Effective July of 2006 employees enrolled in the PPO shall pay seventy five  
22 dollars (\$75.00) per month toward the monthly cost of a single plan and one  
23 hundred fifty dollars (\$150.00) per month toward the monthly cost of a  
24 family plan.
- 25 (c) For the months of January through June of 2006 employees enrolled in the  
26 HMO shall pay eighty dollars (\$80.00) per month toward the monthly cost  
27 of a single plan and one hundred dollars (\$100.00) per month toward the  
28 monthly cost of a family plan.
- 29 (d) Effective July of 2006 employees enrolled in the HMO shall pay seventy  
30 five dollars (\$75.00) per month toward the monthly cost of a single plan and



- 1                   one hundred fifty dollars (\$150.00) per month toward the monthly cost of a  
2                   family plan.
- 3           (e)     The appropriate payment shall be made through payroll deductions. When  
4                   there are not enough net earnings to cover such a required contribution, and  
5                   the employee remains eligible to participate in a health care plan, the  
6                   employee must make the payment due within ten working days of the pay  
7                   date such a contribution would have been deducted. Failure to make such a  
8                   payment will cause the insurance coverage to be canceled effective the first  
9                   of the month for which the premium has not been paid.
- 10          (f)     The County shall deduct employees' contributions to health insurance on a  
11                   pre-tax basis pursuant to a Section 125 Plan. Other benefits may be  
12                   included in the Section 125 Plan as mutually agreed upon by the County  
13                   and the Union. Such agreement would be by collateral agreement to this  
14                   contract.
- 15          (g)     The County shall establish and administer Flexible Spending Accounts  
16                   (FSA's) for those employees who desire to pre-fund their health insurance  
17                   costs as governed by IRS regulations. The County retains the right to select  
18                   a third party administrator.
- 19    (4)     In the event an employee who has exhausted accumulated sick leave is placed on  
20                   leave of absence without pay status on account of illness, the County shall continue  
21                   to pay the monthly cost or premium for the Health Plan chosen by the employee  
22                   and in force at the time leave of absence without pay status is requested, if any, less  
23                   the employee contribution during such leave for a period not to exceed one (1)  
24                   year. The 1-year period of limitation shall begin to run on the first day of the  
25                   month following that during which the leave of absence begins. An employee must  
26                   return to work for a period of sixty (60) calendar days with no absences for illness  
27                   related to the original illness in order for a new 1-year limitation period to  
28                   commence.
- 29    (5)     Where both husband and wife are employed by the County, either the husband or  
30                   the wife shall be entitled to one family plan. Further, if the husband elects to be the

1 named insured, the wife shall be a dependent under the husband's plan, or if the  
2 wife elects to be the named insured, the husband shall be a dependent under the  
3 wife's plan. Should neither party make an election the County reserves the right to  
4 enroll the less senior employee in the plan of the more senior employee.

5 (6) Coverage of enrolled employees shall be in accordance with the monthly  
6 enrollment cycle administered by the County.

7 (7) Eligible employees may continue to apply to change their health plan to one of the  
8 options available to employees on an annual basis. This open enrollment shall be  
9 held at a date to be determined by the County and announced at least forty five (45)  
10 days in advance.

11 (8) The County shall have the right to require employees to sign an authorization  
12 enabling non-County employees to audit medical and dental records. Information  
13 obtained as a result of such audits shall not be released to the County with  
14 employee names unless necessary for billing, collection, or payment of claims.

15 (9) The County reserves the right to terminate its contracts with its health plans and  
16 enter into a contract with any other administrator. The County may terminate its  
17 contract with its current health plan administrator and enter into a replacement  
18 contract with any other qualified administrator or establish a self-administered plan  
19 provided:

20 (a) That the cost of any replacement program shall be no greater to  
21 individual group members than provided in par. (3) above immediately  
22 prior to making any change.

23 (b) That the coverages and benefits of such replacement program shall  
24 remain the same as the written Plan Document currently in effect for  
25 employees and retirees.

26 (c) Prior to a substitution of a Third Party Administrator (TPA) or  
27 implementing a self-administered plan, the County agrees to provide  
28 the Union with a full 60 days to review any new plan and/or TPA.

29 (10) The County reserves the right to establish a network of Preferred Providers. The  
30 network shall consist of hospitals, physicians, and other health care providers

1           selected by the County. The County reserves the right to add, modify or delete any  
2           and all providers under the Preferred Provider Network.

3           (11) Upon the death of any retiree, only those survivors eligible for health insurance  
4           benefits prior to such retiree's death shall retain continued eligibility for the  
5           Employee Health Insurance Program.

6           (12) Employees hired on and after January 01, 1994 may upon retirement opt to  
7           continue their membership in the County Group Health Benefit Program upon  
8           payment of the full monthly cost.

9           (13) All eligible employees enrolled in the PPO shall have a deductible equal to the  
10          following:

11          (a)    The in-network deductible shall be one hundred fifty dollars (\$150.00)  
12               per insured, per calendar year; four hundred fifty dollars (\$450.00) per  
13               family, per calendar year.

14          (b)    The out-of-network deductible shall be four hundred dollars (\$400.00) per  
15               insured, per calendar year; one thousand two hundred dollars (\$1,200.00)  
16               per family, per calendar year.

17          (14) All eligible employees and/or their dependents enrolled in the PPO shall be subject  
18          to a twenty dollar (\$20.00) in-network office visit co-payment or forty dollar  
19          (\$40.00) out-of-network office visit co-payment for all illness or injury related  
20          office visits. The in-network office visit co-payment shall not apply to preventative  
21          care, which includes prenatal, baby-wellness, and physicals, as determined by the  
22          plan.

23          (15) All eligible employees and/or their dependents enrolled in the PPO shall be subject  
24          to a co-insurance co-payment after application of the deductible and/or office visit  
25          co-payment.

26          (a)    The in-network co-insurance co-payment shall be equal to ten percent  
27               (10.00%) of all charges subject to the applicable out-of-pocket maximum,

28          (b)    The out-of-network co-insurance co-payment shall be equal to twenty  
29               percent (20.00%) of all charges subject to the applicable out-of-pocket  
30               maximum,

- 1 (16) All eligible employees enrolled in the PPO shall be subject to the following out-of-  
2 pocket expenses including any applicable deductible and percent co-payments to a  
3 calendar year maximum of
- 4 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single  
5 plan.
  - 6 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family  
7 plan.
  - 8 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
  - 9 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.
  - 10 (e) Office visit co-payments are not limited and do not count toward the  
11 calendar year out-of-pocket maximum(s).
  - 12 (f) Charges that are over usual and customary do not count toward the calendar  
13 year out-of-pocket maximum(s).
  - 14 (g) Prescription drug co-payments do not count toward the calendar year out-  
15 of-pocket maximum(s).
  - 16 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid by  
17 the County at 100% after the calendar year out-of-pocket maximum(s) has  
18 been satisfied.
- 19 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a fifty  
20 dollar (\$50.00) emergency room co-payment in-network or out-of-network. The  
21 co-payment shall be waived if the employee and/or their dependents are admitted  
22 directly to the hospital from the emergency room. In-network and out-of-network  
23 deductibles and co-insurance percentages apply.
- 24 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a  
25 thirty (30) day prescription drug supply at a participating pharmacy:
- 26 (a) Five dollar (\$5.00) co-payment for all generic drugs.
  - 27 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the  
28 formulary list.
  - 29 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.

- 1 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-  
2 payment level at the discretion of the plan.
- 3 (e) The plan shall determine all management protocols.
- 4 (19) All eligible employees and/or their dependents enrolled in the HMO shall be  
5 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury  
6 related office visits. The office visit co-payment shall not apply to preventative  
7 care. The County and/or the plan shall determine preventative care.
- 8 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one  
9 hundred dollar (\$100.00) co-payment for each in-patient hospitalization. There is a  
10 maximum of five (5) co-payments per person, per calendar year.
- 11 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty  
12 percent (50.0%) co-insurance on all durable medical equipment to a maximum of  
13 fifty dollars (\$50.00) per appliance or piece of equipment.
- 14 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a  
15 fifty dollar (\$50.00) emergency room co-payment (facility only). The co-payment  
16 shall be waived if the employee and/or their dependents are admitted to the hospital  
17 directly from the emergency room.
- 18 (23) All eligible employees and/or their dependents Benefits for the in-patient and out-  
19 patient treatment of mental and nervous disorders, alcohol and other drug abuse  
20 (AODA) are as follows:
- 21 (a) If the employee and the dependent use an in-patient PPO facility,  
22 benefits are payable at eighty percent (80.0)% of the contracted rate for  
23 thirty (30) days as long as the PPO approves both the medical necessity and  
24 appropriateness of such hospitalization.
- 25 (b) If the employee and the dependent use a non-PPO facility, benefits are  
26 payable at fifty percent (50.0%) of the contracted rate for a maximum of  
27 thirty (30) days. The hospitalization is still subject to utilization review for  
28 medical necessity and medical appropriateness.
- 29 (c) The first two (2) visits of outpatient treatment by network providers will be  
30 reimbursed at one hundred percent (100.0)% with no utilization review

1 required. Up to twenty five (25) further visits for outpatient treatment when  
2 authorized by the PPO, will be reimbursed at ninety five percent (95.0%) of  
3 the PPO contracted rate. In addition, when authorized by the PPO, up to  
4 thirty (30) days per calendar year, per insured, of day treatment or partial  
5 hospitalization shall be paid at ninety five percent (95.0)% of the contracted  
6 rate for all authorized stays at PPO facilities.

7 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO  
8 but not provided by a PPO provider shall be paid at fifty percent (50.0%) of  
9 the contracted rate for all medically necessary and appropriate treatment as  
10 determined by the PPO. When authorized by the PPO, up to thirty (30) days  
11 per calendar year, per insured, of day treatment or partial hospitalization  
12 shall be paid at fifty percent (50.0%) of the contracted rate for all authorized  
13 stays at non-PPO facilities.

14 (24) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
15 (\$500.00) per contract (single or family plan) to each eligible employee who elects  
16 to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee  
17 who is hired on and after January 1 and who would be eligible to enroll in health  
18 insurance under the present County guidelines who chooses not to enroll in a  
19 Milwaukee County health plan shall also receive five hundred dollars (\$500.00).  
20 Proof of coverage in a non-Milwaukee County group health insurance plan must be  
21 provided in order to qualify for the five hundred dollars (\$500.00) payment. Such  
22 proof shall consist of a current health enrollment card.

23 (a) The five hundred dollars (\$500.00) shall be paid on an after tax basis.  
24 When administratively possible, the County may convert the five hundred  
25 dollars (\$500.00) payment to a pre-tax credit which the employee may use  
26 as a credit towards any employee benefit available within a flexible benefits  
27 plan.

28 (b) The five hundred dollars (\$500.00) payment shall be paid on an annual  
29 basis by payroll check no later than April 1st of any given year to qualified  
30 employees on the County payroll as of January 1st. An employee who loses  
31 his/her non-Milwaukee County group health insurance coverage may elect

1 to re-join the Milwaukee County Conventional Health Plan. The employee  
2 would not be able to re-join an HMO until the next open enrollment period.  
3 The five hundred dollars (\$500.00) payment must be repaid in full to the  
4 County prior to coverage commencing. Should an employee re-join a  
5 health plan he/she would not be eligible to opt out of the plan in a  
6 subsequent calendar year.

7 (25) The County shall implement a disease management program. Such program shall  
8 be designed to enhance the medical outcome of a chronic illness through education,  
9 treatment, and appropriate care. Participation in the program by the patient shall be  
10 strictly voluntary, and the patient can determine their individual level of  
11 involvement. Chronic illness shall be managed through a variety of interventions,  
12 including but not limited to contacts with patient and physician, health assessments,  
13 education materials, and referrals. The County shall determine all aspects of the  
14 disease management program.

15 (26) Milwaukee County will provide a Dental Insurance Plan equal to and no less than  
16 is currently available to employees. Bargaining unit employees hired on or after  
17 May 20, 1990 and each eligible employee enrolled in the Milwaukee County  
18 Dental Benefit Plan shall pay \$2.00 per month toward the cost of a single plan, or  
19 \$6.00 per month toward the cost of a family plan. Employees may opt not to enroll  
20 in the Dental Plan.

#### 21 22 2.04 LIFE INSURANCE

23 (1) Eligible employees may elect to participate in the basic group life insurance  
24 program by filing an application within 30 days of hire. Coverage will become  
25 effective the first of the month following completion of six consecutive months  
26 of continuous employment. Applications filed more than 30 days after hire  
27 date are subject to meeting the insurability underwriting standards of the  
28 insurance company.

29 (2) Effective Pay Period 1 in 2001 (December 24, 2000) the County shall pay the  
30 full monthly premium per \$1,000 of coverage for eligible employees' basic life

insurance based on the authorized annual salary up to and including the first \$25,000 thereof. For coverage above the first \$25,000, the monthly premium shall be shared by the County and the employee pursuant to Chapter 62.04 of the County Ordinances.

- (3) Upon attainment of age 65, the County shall pay the full monthly premium and the life insurance coverage for each employee and retiree shall be reduced as follows:

AGE	PERCENTAGE
65	8%
66	16%
67	24%
68	32%
69	40%
70 and thereafter	75%

- (4) Employees selecting deferred retirement shall not be eligible to participate in life insurance program.
- (5) Employees will be eligible to apply for additional coverage in the Optional Life Insurance Program provided in Section 62.08 of the General Ordinances of Milwaukee County, pursuant to the annual open enrollment period. The entire cost of this additional insurance shall be borne by the employee.
- (6) Required premium payments shall be made by way of payroll deduction except for periods of unpaid leave. During such periods, in order to maintain coverage pending return to paid status, the employee shall make the full monthly premium payments (basic and optional plans) in the manner prescribed by the County, except as provided in (7) below.
- (7) In the event an employee who has exhausted accumulated sick leave is placed on leave of absence without pay status on account of illness, the County shall pay the full monthly premium for the entire basic life insurance coverage pursuant to paragraph (2) above during such leave for a period not to exceed one year. The one-year period of limitation shall begin to run on the first day



1 of the month following that during which the leave of absence begins. An  
2 employee must return to work for a period of sixty (60) calendar days with no  
3 absences for illness in order for a new one-year limitation period to commence.

- 4 (8) The County reserves the unilateral right to select and/or change Life Insurance  
5 Companies.  
6

7 2.05 CALL IN PAY

- 8 (1) An employee called in to work outside of the employee's regularly scheduled  
9 shift shall be credited with a minimum of 4 hours at time and one-half or the  
10 number of hours worked, whichever is greater.  
11 (2) "Call in" shall not apply to hours worked outside of an employee's regularly  
12 scheduled shift where the regular shift starting time is modified to meet  
13 emergency situations.  
14

15 2.06 UNIFORM ALLOWANCE

- 16 (1) Employees shall be furnished a full uniform at time of hire or as soon  
17 thereafter as practicable. The Uniform so furnished shall be in accordance  
18 with the regulations of the department setting forth prescribed minimum  
19 equipment for each employee. Any employee whose employment is  
20 terminated within 2 years from the date of hire shall return all uniform items  
21 furnished by the County to the department within 7 days of termination.  
22 (2) Effective December 23, 2001, the annual allowance for all employees required  
23 to wear uniforms shall be \$600.00. Such amount shall be paid in accordance  
24 with existing practices.  
25 (3) Employees shall be furnished all protective clothing required by the chief. The  
26 cost of replacement of said items as directed by the chief shall be borne by the  
27 County.  
28 (4) Employees shall not be required to wear dress blue uniforms to and from work.  
29  
30

1 2.07 OFF DAYS

- 2 (1) Effective December 23, 2001, employees shall be granted 12 paid off days per  
3 year in lieu of holidays and personal days. Such days shall be selected by the  
4 employees on the basis of departmental seniority.
- 5 (2) Employees shall be granted such off days during their first calendar year of  
6 employment as follows:

<u>DATE OF HIRE</u>	<u>NUMBER OF DAYS</u>
From January 1 through February 21	12
From February 22 through April 24	10
From April 25 through June 5	8
From June 6 through July 27	6
From July 28 through September 17	5
From September 18 through November 8	3
From November 9 through December 31	1

15  
16 2.08 VACATION

- 17 (1) Effective January 1, 2002, employees shall receive annual leave with pay to  
18 serve as vacation in accordance with the following schedule based upon years  
19 of continuous service, as defined in S. 17.17, C.G.O.:

After 1 year	5 days
After 5 years	7 days
After 10 years	10 days
After 15 years	12 days
After 20 years	15 days

25 For purposes of this section, a vacation day shall mean one 24-hour shift.

- 26 (2) Departmental seniority shall be used for the purpose of making vacation  
27 selections.
- 28 (3) Employees with the same hiring date in the department shall be placed on the  
29 seniority list according to their relative rank on the eligible list.
- 30

1   2.09 INJURY OR ILLNESS IN LINE OF DUTY

2           Milwaukee County shall comply with the provisions of all pertinent Workers  
3   Compensation Laws and the Americans with Disabilities Act. The County shall promulgate  
4   and distribute procedures to be followed when an employee is injured or becomes ill in the  
5   line of duty. Such procedures shall be provided to the union and included in the County  
6   administrative manual.

7  
8   2.10 SICK LEAVE

9           (1)   Effective April 6, 1986 the sick leave accrual rate shall be increased to 7.4  
10               hours per pay period and the employee's sick leave bank shall be increased by  
11               .4231%.

12          (2)   In addition to other causes set forth in s. 17.18(4), C.G.O., sick leave may be  
13               taken for the purpose of enabling employees to receive non-emergency  
14               medical attention during duty hours after a good faith effort has been made to  
15               schedule such appointments during off duty time. Such leave may be allowed  
16               for scheduled appointments for any type of medical or dental care.

17               This modification in the use of sick leave recognizes the current  
18               difficulty encountered in attempting to schedule non-emergency medical  
19               treatment during an employee's off duty hours. Because of the nature of the  
20               treatment or examination for which sick leave is allowed for these purposes,  
21               such absences are predictable. In order to be excused from duty for the type  
22               of medical treatment or examination contemplated herein, the practitioner  
23               treating the employee shall provide the employee with written notice setting  
24               forth the date and time of the employee's appointment, which notice shall be  
25               filed with the employee's supervisor.

26               Excused time charged against sick leave for these purposes shall be  
27               limited to 3 hours per incident including travel between the employee's work  
28               site and the place of his appointment.

1    2.11 LAYOFFS AND RECALL

- 2           (1)   Layoffs shall be made within classification on a countywide basis in the  
3               inverse order of total County seniority. Employees on emergency or  
4               temporary appointment in the affected classification shall be laid off prior to  
5               the layoff of employees on regular appointment.
- 6           (2)   The Department of Human Resources will make every reasonable effort to  
7               place laid off employees in comparable positions where vacancies exist.
- 8           (3)   Employees on layoff shall be recalled to vacancies in their classification in the  
9               inverse order of layoff.

10  
11   2.12 LONGEVITY

- 12           (1)   (a)   Employees with 6 years of current continuous service with Milwaukee  
13               County shall receive \$150 in the pay period following their  
14               anniversary date.
- 15               (b)   Employees with 10 years of current continuous service with  
16               Milwaukee County shall receive \$245 in the pay period following their  
17               anniversary date.
- 18               (c)   Employees with 15 years of current continuous service with  
19               Milwaukee County shall receive \$305 in the pay period following their  
20               anniversary date.
- 21               (d)   Employees with 20 years of current continuous service with  
22               Milwaukee County shall receive \$365 in the pay period following  
23               their anniversary date.

24  
25   2.14 TEMPORARY ASSIGNMENT

26           When assigned to perform duties of a higher classification, employees will be  
27   paid for all hours as though promoted to such classification, except Fire Fighter and  
28   Equipment Operator, when assigned as Fire Captain, shall be compensated at the top step of  
29   Pay Range 18B.

1    2.15 RETIREMENT BENEFITS

2            (1)    For members whose continuous membership began on or after January 1,  
3                    1982, the provisions of Chapter 2.01.24, County General Ordinances,  
4                    Employee's Retirement System shall be modified as follows:

5                    (a)    Final Average Salary means the average annual earnable compensation  
6                            for the five (5) consecutive years of service during which the member's  
7                            earnable compensation was the highest, or, if he/she should have less  
8                            than five years of service, then the average annual earnable  
9                            compensation during such period of service.

10                  (b)    A member who meets the requirements for a normal pension shall  
11                            receive an amount equal to 1 ½ % of his final average salary multiplied  
12                            by the number of years of service.

13                  (c)    All pension service credit earned on or after January 1, 2001 shall be  
14                            credited in an amount equal to 2% of the member's final average  
15                            salary. For each year of service credit earned after January 1, 2001,  
16                            eight (8) years of service credit earned prior to January 1, 2001 shall be  
17                            credited at 2% of the member's final average salary. Said credit shall  
18                            be awarded on a daily basis.

19                  (d)    Any member who first became a member of the system on or after  
20                            January 1, 1982, shall not be eligible for a deferred vested pension if  
21                            his/her employment is terminated prior to the completion of 5 years of  
22                            service.

23            (2)    In accordance with Chapter 201.24 County General Ordinances for a member  
24                            whose continuous membership began prior to January 1, 1982:

25                    (a)    Final Average Salary means the average annual earnable compensation  
26                            for the three (3) consecutive years of service during which the  
27                            member's earnable compensation was highest, or, if he/she should have  
28                            less than three (3) years of service, then his/her average earnable  
29                            compensation during such period of time.

30                    (b)    A member who meets the requirements for a normal pension shall  
31                            receive an amount equal to 2% of the final average salary multiplied by  
32                            the number of years of service.

- 1 (c) Any member whose last period of continuous membership began on or  
2 after January 1, 1971, but prior to January 1, 1982 shall not be eligible  
3 for a deferred vested pension if his employment is terminated prior to  
4 his completion of six (6) years of service.
- 5 (3) For employees hired on or after January 1, 1985, the provisions of chapter  
6 2.01.24, County General Ordinances, Employee's Retirement System shall be  
7 modified as follows:
- 8 (a) Final Average Salary shall be based solely on total straight time hours  
9 paid for the five (5) consecutive years of service during which the  
10 member's earnable compensation was the highest, or, if he/she should  
11 have less than five (5) years of service, then his/her average straight  
12 time hours paid during such period of service.
- 13 (4) Employees hired on or after January 1, 1999 shall have all service earned after  
14 January 1, 2001 credited at 2% and for each year of service after January 1  
15 2001, shall have eight (8) years of service earned prior to January 1, 2001  
16 credited at 2%. Upon retirement an employee may elect to receive payment in  
17 a lump sum of all vacation to which he is entitled.
- 18 (5) An employee-member retiring shall be eligible for a normal pension if his/her  
19 employment is terminated on or after he/she attained age 55 and has completed  
20 30 years of service; or if his/her employment is terminated on or after he/she  
21 has attained age 60 and has completed 5 years of service.
- 22 (6) In the event of the death of an employee-member in active service prior to age  
23 60 and after completing at least 10 years of service, his surviving dependent  
24 spouse or child shall receive a survivor pension. This provision shall apply to  
25 all employee-members hired on or after the effective date of this Agreement.
- 26 (7) A member of the retirement system shall be eligible for an accidental disability  
27 pension if his/her employment is terminated prior to his/her normal retirement  
28 age by reason of total and permanent incapacity for any duty as the natural and  
29 proximate result of an accident occurring at some definite time and place while  
30 in the actual performance of duty. The last payment shall be made, if disability  
31 ceases prior to his/her normal retirement date, the first day of the month in

1 which the disability ceases.

2 Disability shall be considered total and permanent if the Medical  
3 Board, after a medical examination of such member, shall certify that such  
4 member is mentally or physically incapacitated to perform any job that they  
5 are reasonably suited for by means of education, training or experience.  
6 Disability must be as a result of such service accident and such incapacity is  
7 likely to be permanent. A member shall not be entitled to both accidental  
8 disability pension and ordinary disability pension. A member who meets the  
9 requirements for an accidental disability shall receive an amount computed in  
10 the same manner as a normal pension considering his/her earnable  
11 compensation and service prior to retirement but no less than 75% of final  
12 average salary.

13 Employees on accidental disability retirement once having been placed  
14 into a new classification who desire employment in a different classification  
15 may be placed in such classification for which they are reasonably suited for  
16 by means of education, training or experience as determined by the Director of  
17 Human Resources in accordance with Civil Service Rule IV, Section 2.

18 (8) Veteran Service Credit – Employees retiring on and after the effective date of  
19 this Agreement shall be entitled to pension service credit for military service  
20 under Section 201.24 II(1) of the Employees' Retirement system  
21 notwithstanding the effective date indicated in the amendment.

22 (9) Employees on the payroll as of December 1, 1996 who retire on or after  
23 December 1, 1996 shall be eligible for normal retirement benefits when the  
24 total of their age and service total 75. This provision shall not apply to  
25 deferred retirement.

26 (10) For service earned as a firefighter after December 31, 1998 by the below listed  
27 employees, the pension multiplier shall be increased from 1.5% to 2%. If  
28 otherwise eligible for a normal pension, the calculation shall be based on a five  
29 high year average of base salary. (Base salary does not include any overtime  
30 compensation or any other payments in excess of the employee's annual  
31 wage).

1	Bujanovich, Jr., Daniel N.	Hareng, Daniel W.
2	Lutzen, Laura D.	Wisniewski, Scott A.
3	Plumb, David S.	Citro, Michael L.
4	Calhoun, Alan J.	Banda, George F.
5	Erdmann, Kevin S.	Wilson, Jr., Frank A.
6	Birmingham, Jeffery L.	Rabenberg, Frank A.
7	Benson, Roger T.	Salbashian, Victor S.

- (11) Retention Incentive Bonus – The following employees shall have all past and future pension service credited at 2% and upon retirement shall be eligible for a bonus of 7.5% added to the Final Average Salary for each year of service credit earned after January 1, 2001. Said bonus shall be credited on a daily basis and the maximum bonus which can be added shall not exceed 25%.

13	Banda, George	Heindl, Robert
14	Birmingham, Jeffery	Lopez, Raymond
15	Bujanovich, Daniel	Plumb, David
16	Calhoun, Alan	Rabenberg, Frank
17	Erdmann, Kevin	Salbashian, Victor
18	Greenhill, Larry	Wilson, Jr., Frank
19	Hareng, Daniel	Wisniewski, Scott

- (12) Sick Allowance Balance Upon Retirement

- (a) Employees who became members of the Employees Retirement System prior to January 1, 1994 shall receive full payment for all accrued sick allowance hours earned before June 19, 2007 at the time the employee retires. Twenty five percent (25.0%) of any remaining accrued sick allowance hours earned on and after June 19, 2007 shall be paid out at the employee's final hourly rate of pay. For calculation purposes, sick leave earned before June 19, 2007 shall be used after sick leave earned on and after June 19, 2007 for all hours of sick leave used prior to retirement. Such payment shall be made in a lump sum, and shall not be included in the calculation of the employee's final average salary for



1 pension calculation purposes. Nor shall pension service credit be  
2 granted in connection with the lump sum payment. The payment shall  
3 have no effect on the employee's retirement date. If permissible under  
4 IRS provisions, such payment shall be placed in a "back drop account"  
5 in the Employees Retirement System. The provisions of this section  
6 shall not apply to a member of the System who is eligible for a deferred  
7 retirement benefit under section 4.5 of 201.24 of the Employees'  
8 Retirement System.

9 (b) Members of the Employees' Retirement System whose membership  
10 began on or after January 1, 1994 shall have the full value of their  
11 accrued sick allowance at the time of retirement (total hours accrued  
12 multiplied by the hourly rate at the time of retirement) credited toward  
13 the cost of health insurance after retirement. When the amount credited  
14 is exhausted, the member or eligible beneficiary may opt to continue  
15 their participation in the County Group Health Benefit Program upon  
16 payment of the full monthly cost. The provisions of this section shall  
17 not apply to a member who is eligible for a deferred retirement benefit  
18 under section 4.5 of 201.24 of the Employees' Retirement System.

19 (13) Back Drop Pension Benefit – The provisions of this section shall apply to any  
20 employee whose application to retire is filed and effective after January 1,  
21 2001 and to any employee whose last period of continuous membership in the  
22 Employees' Retirement System began before June 19, 2007; but shall not  
23 apply to any member of the Employee Retirement System who is eligible for a  
24 deferred pension benefit under 201.24(4.5). Nor shall this provision apply to  
25 any employee whose membership in the Employees' Retirement System  
26 began on or after June 19, 2007. Upon retirement, an eligible employee may  
27 opt for a "back drop" pension benefit as follows:

28 (a) An employee may request a monthly pension benefit based on accrued  
29 pension service credit and final average salary calculation as of a  
30 specific date in the past which shall be referred to as the "back drop  
31 date". The "back drop date" may not be prior to the earliest date that

1 the employee was eligible to retire; and shall not be less than one year  
2 prior to the date that the employee leaves active County employment.  
3 The monthly pension benefit the employee was eligible to receive as of  
4 the "back drop date" shall be referred to as the "monthly drop benefit".

5 (b) The total amount of the "monthly drop benefit" payments the employee  
6 would have received (plus the annual 2% pension increase) between the  
7 "back drop date" and the date that the employee is removed from the  
8 County payroll due to actual retirement (after exhausting all allowable  
9 accrued time balances as documented by an ETCR form, excluding sick  
10 allowance payments), plus interest earnings compounded on a monthly  
11 basis equal to the pension fund rate of return used by the ERS actuary  
12 for computing the County's annual contribution to the system shall be  
13 referred to as the "total drop benefit".

14 (c) If the employee opts for a "back drop" pension benefit:

- 15 1. The "total drop benefit" shall be paid to the employee with  
16 appropriate deductions for state and federal taxes; or if  
17 permitted by IRS regulations, the employee may "roll over" the  
18 "total drop benefit" into an IRA; and
- 19 2. The member shall begin to receive monthly payments of the  
20 "monthly drop benefit" (plus the annual 2% pension increase).

21 (d) The standard pension options shall be available to an employee who  
22 opts out for a "back drop benefit", and the retention incentives  
23 incorporated into the pension benefit effective January 1, 2001 shall be  
24 included when calculating the "monthly drop benefit".

25 (14) Effective January 1, 2003 Final Average Salary means the annual earnable  
26 compensation for the three consecutive years of service during which the  
27 members' earnable compensation was the highest.

## 28 29 2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

30 If employees are required to participate in Emergency Medical Technician training on  
31 their own time, they will be compensated for such training as though they were on duty.

1   2.17 DUES DEDUCTION

2           Milwaukee County agrees to deduct union dues from the biweekly earnings of  
3 employees having a voluntary dues checkoff card on file with the Department of Human  
4 Resources. Such deduction should be forwarded to the Treasurer of the Association within 10  
5 days after such deduction is made.

6           Any increase in dues shall be certified by the Association at least 15 days before the  
7 start of the pay period the increased deduction is to be effected. Such dues shall be a flat  
8 amount and shall not be changed more often than once per year.

9  
10   2.18 FAIR LABOR STANDARDS ACT

11           As a result of the application of the Fair Labor Standards Act, the following will be  
12 implemented:

13                   (A) A 15-day work period.

14                   (B) Changing from a 17.1 hour day to a 24 hour day.

15                   (C) Regular pay checks based on 112.3 hour per pay period.

16  
17   2.40 CHANGES IN CLASSIFICATION

18           (1)   When, in the judgment of the Association or the County, a position or group of  
19 positions in the bargaining unit is improperly classified because of changes in  
20 the duties or responsibilities, the Association or County shall submit its  
21 recommendations for reclassification in writing to the Director of the  
22 Department of Human Resources. All requests shall include an updated  
23 position description, detailed information regarding the duties assigned to the  
24 position, a summary of the change in duties and other pertinent information in  
25 a format designated by the Director of Human Resources. The Director of  
26 Human Resources shall review the duties assigned to the position as well as  
27 any other information provided and submit recommendation to the  
28 Association.

29           (2)   In the event the Association concurs with the recommendations of the Director  
30 of Human Resources to reclassify a position, the recommendations shall be  
31 included in a report distributed to all County Board Supervisors.

- 1           (3)    In the event the Association does not concur with the recommendation of the  
2                   Director of Human Resources, both parties may request or provide such  
3                   additional information as may clarify the appropriate classification for the  
4                   position. After reviewing the additional information, if both parties concur that  
5                   a reclassification is appropriate, the recommendation of the Director of Human  
6                   Resources shall be included in a report distributed to all County Board  
7                   Supervisors.
- 8           (4)    In the event the Association and the Director of Human Resources cannot  
9                   agree on the appropriate classification for an existing position, either party may  
10                  appeal to the Personnel Committee within 30 day of receiving notice of the  
11                  Director of Human Resources final recommendation. Both parties shall submit  
12                  a written summary of the rationale for their opinion to the Personnel  
13                  Committee as well as any other information deemed appropriate. The decision  
14                  of the County Board on the Personnel Committee recommendation, subject to  
15                  review by the County Executive, shall be final and if a change in classification  
16                  is approved, it shall be implemented the first day of the pay period following  
17                  that in which a resolution adopted by the County Board has been approved by  
18                  the County Executive.
- 19          (5)    Monthly, while a reclassification is pending, the Director of Human Resources  
20                  shall provide a report to the Personnel Committee which lists all position  
21                  reclassification which the Director intends to approve, along with a fiscal note  
22                  for each. This report shall be distributed to all County Supervisors and placed  
23                  on the Personnel Committee agenda for informational purposes. If a County  
24                  Supervisor objects to the decision of the Director of Human Resources within  
25                  seven working days of receiving this report, the reclassification shall be held in  
26                  abeyance until resolved by the County Board upon recommendation of the  
27                  Personnel Committee, and subsequent County Executive action. If no County  
28                  Supervisors object, the reclassification shall be implemented the first day of  
29                  the first pay period following the meeting of the Personnel Committee and in

1 compliance with collective bargaining agreements. In the event the County  
2 Board takes no action on a reclassification, after receipt of a recommendation  
3 from the Personnel Committee, the reclassification shall be implemented the  
4 first day of the first pay period following action by the County Executive or, in  
5 the event of a veto, final County Board action.

6 (6) The new rate of pay for the position reclassified shall be effective 120 days  
7 from the date of the request for reclassification or upon the effective date of the  
8 reclassification, whichever is less, except in instances where the position is  
9 reclassified to a classification in a lower pay range the provisions of Chapter  
10 17 of the County Ordinances shall apply.

11 (7) The Director of the Department of Human Resources or the department head  
12 shall not be precluded from initiating a review of the classification of any  
13 represented position if he/she feels such a review is appropriate.  
14

#### 15 2.41 DEFERRED COMPENSATION

16 Bargaining unit employees shall be permitted to participate in Milwaukee County's  
17 Deferred Compensation Program. Milwaukee County reserves the unilateral right to select  
18 the Plan Administrator and/or change the Plan Administration.  
19

#### 20 2.42 EMPLOYEE LIABILITY

21 If the defendant in any action or special proceeding is a public officer or employee and  
22 is proceeded against as an individual because of acts committed while carrying out his/her  
23 duties as an officer or employee and the jury or the court finds that such defendant was acting  
24 within the scope of his/her employment, the judgment as to damages and costs entered against  
25 the officer or employee in excess of any insurance available to the officer or employee shall  
26 be paid by the County of which the defendant is an officer or employee. Regardless of the  
27 results of the litigation, the governmental unit, if it does not provide legal counsel to the  
28 defendant officer or employee, shall pay reasonable attorney's fees and costs of defending the  
29 action, unless it is found by the court or jury that the defendant officer or employee did not act  
30 within the scope of employment. Failure by the officer or employee to give notice to his/her

1 department head of action or special proceeding commenced against the defendant officer or  
2 employee as soon as reasonably possible is a bar to recovery by the officer or employee from  
3 the County of reasonable attorney's fees and cost of defending the action. The attorney's fee  
4 and expenses shall not be recoverable if the County offers the officer or employee legal  
5 counsel and the offer is refused by the defendant officer or employee.

#### 6 7 2.43 MILITARY LEAVE

8 (1) Employees holding regular civil service status who are required to take periods  
9 of training for the purpose of retaining status as members in organized units of  
10 the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard,  
11 and the National Guard, and who are ordered to active duty, may be granted  
12 leave of absence upon submission of evidence of receipt of competent orders.

13 (2) Employees shall have the option to receive full County pay during such leave  
14 or to retain military pay. Employees choosing to be compensated by the  
15 County shall submit their military base pay to the County Treasurer.

16 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.

17 (4) Rule VIII, Section 2(d) of the Rules of the Civil Service Commission shall  
18 apply to employees returning from military leave.

#### 19 20 2.44 DEPENDENT CARE VOUCHERS

21 Employees shall be eligible to participate in a voucher program which will enable  
22 dependent care expenses to be paid with pre-tax income. Such program will be administered  
23 by a vendor to be selected by Milwaukee County, and shall be in conformance with State and  
24 Federal regulations.

### 25 26 P A R T 3

#### 27 28 3.01 DEPARTMENTAL WORK RULES

29 The Association recognizes the prerogative of the County to operate and manage its  
30 affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the

1 statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules  
2 of its Civil Service Commission. The Association recognizes the exclusive right of the  
3 County to establish reasonable work rules. The County shall meet with the Association for  
4 the purpose of discussing the contemplated creation or modification of such rules prior to  
5 implementation, except in emergency situations where no advance notification shall be  
6 required. In such situations, the County shall meet with the Association as soon as practicable  
7 following implementation.

### 8 9 3.011 ALCOHOL AND DRUG TESTING

10 All employees represented by the Milwaukee County Fire Fighters Association will be  
11 subject to alcohol and drug testing in a manner consistent with the Milwaukee County policy  
12 for employees required to possess a Commercial Drivers License regulated by rules of the  
13 United States Department of Transportation.

### 14 15 3.02 BARGAINING TIME

16 Employees serving as members of the Association's bargaining committee shall be  
17 paid their normal base rate for all hours spent in contract negotiations carried on during their  
18 regular workday. Effort shall be made to conduct negotiations during non-working hours to  
19 the extent possible, and in no case shall such meetings be unnecessarily protracted.  
20 Employees released from duty for negotiations shall be allowed reasonable travel time  
21 between their work site and meeting location.

### 22 23 3.15 FAIR SHARE AGREEMENT

24 (1) Effective at the completion of each pay period the employer shall deduct from  
25 the biweekly earnings of the employees specified herein an amount equal to  
26 such employees' proportionate share of the cost of the collective bargaining  
27 process and contract administration and pay such amount to the treasurer of the  
28 certified bargaining representative of such employee within 10 days after such  
29 deduction is made, provided:

30 (a) Such deduction shall be made and forwarded to the treasurer of the

1 certified bargaining representative from the biweekly earnings of all  
2 bargaining unit employees.

3 (b) That such deduction shall be made and forwarded to the treasurer of the  
4 certified bargaining representative from the biweekly earnings of new  
5 bargaining unit employees from the first pay period earnings.

6 (c) Any increase in fair share amounts to be deducted shall be certified by  
7 the Association at least 15 days before the start of the pay period the  
8 increased deduction is to be effected.

9 (2) There shall be no lockout of Association employees. In the event that during  
10 the continuance of its recognition, Milwaukee County Fire Fighters'  
11 Association, its officers, agents or employees, acting individually or in concert  
12 with one another, engage in or encourage any Union-authorized strike or work  
13 stoppage against the County, including any of its departments and/or agencies,  
14 the deductions and payments of fair share contributions made in accordance  
15 with this agreement shall be terminated forthwith by the County. Thereafter,  
16 for a period of one year, measured from the date of the onset of such strike or  
17 work stoppage, no deductions whatever shall be made from the earnings of any  
18 employee who has not filed a voluntary dues checkoff card, nor shall any  
19 payment whatever be made to the Treasurer of Milwaukee County Fire  
20 Fighters Association on account of such fair share agreement.

21 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other  
22 interference with any phase of the County's operation by Association members,  
23 the County will notify the Association officials in writing of such occurrence.  
24 The Association shall, as promptly as possible, denounce the strike, work  
25 stoppage, slowdown or other interference with any phase of the County's  
26 operation and order its members to return to work. Good faith compliance  
27 with these requirements will stay the effect of par. (2). Failure on the part of  
28 the Union to immediately denounce the strike, work stoppage, slowdown or  
29 other interference with County operations, and/or to order its members back to  
30 work, shall constitute an admission of the Association's part that such strike,



1 work stoppage, slowdown or other interference with County operations is  
2 authorized.

- 3 (4) In the event the provisions of this fair share agreement are successfully  
4 challenged by any person affected thereby, and it is determined by an  
5 administrative body or a court of competent jurisdiction that the deductions  
6 made pursuant to the provisions hereof are in any manner in conflict with the  
7 rights of the challenging party as those rights are affected by Ch. 63. Wis.  
8 Stats., or other provisions of law applicable to public employment, which  
9 determination results in an order or judgment against Milwaukee County  
10 requiring that it repay to the challenging party and/or to any or all members of  
11 the class represented by such challenging party such sums as have been  
12 deducted from their earnings in accordance with the provisions hereof, the  
13 Association agrees to indemnify the County in full including any and all costs  
14 or interest which may be a part of such order or judgment, for all sums for  
15 which the County has been determined to be liable.

16 In the event of any action brought challenging the provisions of this fair  
17 share agreement, or the right of the Association and the County to enter into  
18 such an agreement, after it is determined by an administrative body or a court  
19 of competent jurisdiction that deductions made pursuant to the provisions  
20 hereof are in any manner in conflict with the rights of the challenging party, all  
21 sums which the County has agreed to deduct from the earnings of the  
22 employees covered by the agreement and transmit to the Treasurer of the  
23 Association of the Milwaukee County Fire Fighters except sums deducted  
24 pursuant to voluntary checkoff cards on file with the employer, shall be placed  
25 in trust with First Bank Midland, Milwaukee Division, pending the ultimate  
26 disposition of such action. In the event the outcome of such action favors the  
27 continuance of the fair share agreement, the monies held in trust, together with  
28 the interest earned thereon shall be paid to the Association upon entry of  
29 judgment in such action.  
30

PART 4

4.01 GRIEVANCE PROCEDURE

- (1) APPLICATION: EXCEPTIONS The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinances and rules which are matters processed under other existing procedures. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance.
- (2) REPRESENTATIVES An employee may choose to be represented at any step in the procedure by an Association representative of his/her choice. (Not to exceed 2.)
- (3) TIME OF HANDLING Whenever practical, grievances will be handled during the regularly scheduled working hours of the parties involved.
- (4) TIME LIMITATIONS If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance shall be appealed directly to the next step of the procedure. Failure on the part of the Association to appeal a grievance to the next step of the procedure pursuant to the time limits outlined in the procedure shall cause the grievance to be settled.
- (5) SETTLEMENT OF GRIEVANCES Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- (6) FORMS There are 2 separate forms used in processing a grievance:
  - (a) Written Grievance Appeal Form;
  - (b) Grievance Disposition Form;

1 Guidelines To Be Followed When Initiating A Written Grievance  
2 Appeal Form:

- 3 1. The employee alone or with his/her Association representative  
4 shall cite the rule, regulation or contract provision that was  
5 alleged to have been violated at the first step of the grievance  
6 procedure.
- 7 2. The employee alone or with his/her Association Representative  
8 shall in writing provide his/her immediate supervisor designated  
9 to hear grievances an explanation as to when, where, what, who,  
10 and why the employee believes that his/her contractual rights  
11 have allegedly been violated. The Written Grievance Appeal  
12 Form shall contain the date or time that the employee alleges  
13 that his/her contractual rights have been violated.
- 14 3. The employee alone or with his/her Association representative  
15 shall detail, in writing, the relief the employee is requesting.
- 16 4. If more space is required than is provided for on the Written  
17 Grievance Appeal Form in order to comply with the provisions  
18 of this section, the employee shall be permitted to submit  
19 written attachments to said form.
- 20 5. The Written Grievance Appeal Form shall be prepared by the  
21 employee or with his/her Association Representative in a  
22 manner that is neat, clear, and discernible.
- 23 6. If the employee alone or with his/her Association representative  
24 fails to follow Section 4.01 (6) 1, 2, 3, 4, and 5, the employee's  
25 immediate supervisor designated to hear grievances may return  
26 the Written Grievance Appeal From to the employee for  
27 correction.
- 28 7. These guidelines are to assist the employee, the Association,  
29 and management in the resolution of grievances at their lowest  
30 level of the grievance procedure. It is understood by the parties

1 that should a dispute arise as to the intent of this section, the  
2 Association and the Director of the Department of Labor  
3 Relations, or designee will meet to discuss the dispute and  
4 resolve it to the mutual satisfaction of both parties.

5 (7) STEPS IN THE PROCEDURE

6 (a) STEP 1

- 7 1. The employee with his/her representative shall explain the  
8 grievance verbally to the Fire Chief or designee designated to  
9 respond to employee grievances.  
10 2. The individual designated in paragraph 1 shall within 10  
11 working days verbally inform the employee of his/her decision  
12 on the grievance presented.

13 (b) STEP 2

- 14 1. If the grievance is not settled at the first step, the employee with  
15 his/her Association representative shall prepare the Written  
16 Grievance Appeal Form and shall serve it upon the person  
17 designated to receive grievances for the Director of Public  
18 Works and shall present such form to the supervisor designated  
19 in paragraph 1 to initial as confirmation of his/her verbal  
20 response.  
21 (a) The employee alone or with his/her Association  
22 representative shall fill out the Written Grievance  
23 Appeal Form pursuant to Section 4.01 (6) 1, 2, 3, 4, 5, 6,  
24 7, of this Agreement.  
25 2. The employee alone or with his/her Association representative  
26 after receiving confirmation shall forward the grievance to his/her  
27 appointing authority or the person designated by him/her to  
28 receive grievances within fifteen (15) working days of the verbal  
29 decision.  
30 3. The person designated in Step 2, Par. 2, will schedule a hearing  
31 with the person concerned and within fifteen (15) days from date

1 of service of the Written Grievance Appeal Form, the Hearing  
2 Officer shall inform the aggrieved employee and the President of  
3 the Association in writing of his/her decision.

- 4 4. The second step of the grievance procedure may be waived by  
5 mutual consent of the President of the Association or designee  
6 and the Director of Labor Relations. If the grievance is not  
7 resolved at Step 2 as provided, the Association shall appeal  
8 such grievance within forty-five (45) days from the date of the  
9 second step grievance disposition to Step

10 (c) STEP 3

- 11 1. The Director of Labor Relations or designee shall attempt  
12 to resolve all grievances timely appealed to the 3rd Step. The  
13 Director of Labor Relations or his/her designee shall respond in  
14 writing to the Association within 30 working days from the date  
15 of receipt by the Director of Labor Relations of the Step 2 appeal.  
16 2. In the event the Director of Labor Relations or designee  
17 and the President of the Association or his/her designee mutually  
18 agree to a resolution of the dispute, it shall be reduced to writing  
19 and binding upon all parties and shall serve as a bar to further  
20 appeal.  
21 3. The 3rd Step of the grievance procedure shall be limited to the  
22 Director of Labor Relations or designee and the President of the  
23 Association or designee and a representative of the Association  
24 and representatives of the appropriate appointing authority  
25 involved in each dispute. The number of representatives at any  
26 Step 3 hearing may be modified by mutual consent of the  
27 parties.

- 28 (8) No grievance shall be initiated after the expiration of 60 calendar days from the  
29 date of the grievable event and a grievance shall be considered settled after one  
30 year from initiation unless it is pending disposition of an arbitrator.

- 1 (9) Representation at hearings on group grievances shall be limited to 3 employees  
2 from among the group.
- 3 (10) At each successive step of the grievance procedure, the subject matter treated  
4 and the grievance disposition shall be limited to those issues arising out of the  
5 original grievance as filed.
- 6 (11) In those cases the grievance shall not be resolved in a manner inconsistent with  
7 the existing collective bargaining agreement.
- 8 (12) A copy of all grievance dispositions shall be promptly forwarded to the  
9 President of the Association.
- 10 (13) The Association shall, in writing, notify the Director of Labor Relations or  
11 designee within forty-eight (48) hours prior to the arbitration hearing of the  
12 names of employees the Association wishes to have released for the arbitration  
13 hearing. The release of said employees shall be subject to the review by the  
14 Director of Labor Relations or designee. The release of employees shall not be  
15 unreasonably denied.  
16

17 4.02 ARBITRATION PROCEDURE

- 18 (1) To assist in the resolution of disputes arising under the terms of the Agreement  
19 and in order to resolve such disputes, the parties agree to petition the  
20 Wisconsin Employment Relations Commission to appoint an Arbitrator from  
21 their staff to resolve all disputes arising between the parties.
- 22 (2) The filing of such a grievance shall not stay the effectiveness of any rule,  
23 directive or order which gave rise to such grievance and any such rule,  
24 directive or order shall remain in full force and effect, unless rescinded or  
25 modified as a result of the Arbitrator's award.
- 26 (3) Arbitration may be initiated by the Union serving upon the county a notice, in  
27 writing, of its intent to proceed to arbitration. The notice shall identify the  
28 specific contract provision upon which it relies, the grievance, the department,  
29 and the employees involved.  
30

- 1 (4) For purposes of brevity, the term "arbitrator" shall refer either to a single  
2 arbitrator or a panel of arbitrators, as the case may be.
- 3 (5) The following subjects shall not be submitted to arbitration:
- 4 (a) The statutory or charter obligations which, by law, are delegated to  
5 the Milwaukee County Board of Supervisors.
- 6 (b) Disputes or differences regarding the classification of positions,  
7 promotion of employees, and elimination of positions.
- 8 (6) No issue shall be subject to arbitration unless the issue results from an action  
9 or occurrence which takes place following the execution of this Agreement.
- 10 (7) The arbitrator selected shall hold a hearing at a time and place convenient to  
11 the parties within thirty (30) working days of the notification of selection,  
12 unless otherwise mutually agreed upon by the parties, and witnesses may be  
13 called. The arbitrator shall determine whether or not the dispute is arbitrable  
14 under the express terms of this Agreement. Once it is determined that a  
15 dispute is arbitrable, the arbitrator shall proceed in accordance with this section  
16 to determine the merits of the dispute submitted to arbitration.
- 17 (8) No award of any arbitrator may be retroactive for a period greater than 130  
18 working days prior to the formal request for arbitration as herein provided, nor  
19 shall it cover or include any period prior to the date of execution of this  
20 Agreement.
- 21 (9) The Arbitrator shall neither add to, detract from, nor modify the language of  
22 this Agreement in arriving at a determination of any issue presented that is  
23 proper for arbitration within the limitations expressed herein. The arbitrator  
24 shall have no authority to grant wage increases or wage decreases.
- 25 (10) The arbitrator shall expressly be confined to the precise written  
26 issue submitted for arbitration, and shall not submit declarations of opinion  
27 which are not essential in reaching the determination of the question submitted  
28 unless requested to do so by the parties. It is contemplated by the arbitrator  
29 within sixty (60) working days after the notice of appointment unless the  
30 parties to this Agreement shall extend the period in writing by mutual consent.

- 1           (11) All expenses involved in the arbitration proceeding shall be borne equally by  
2           the parties. Expenses relating to the calling of witnesses or the obtaining of  
3           depositions or any other similar expense associated with proceeding shall be  
4           borne by the party at whose request the witnesses or depositions are required.
- 5           (12) The decision of the arbitrator when filed with the parties shall be binding on  
6           both parties.

7

8   4.03 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S.63.10, STATS.

9           In cases where an employee is suspended for a period of 10 days or less by his  
10          department head, pursuant to the provisions of Section 63.10, Wis. Stats., the Association  
11          shall have the right to refer such disciplinary suspension to the Arbitrator who shall proceed in  
12          accordance with the provisions of Section 4.02, Par. (2). Such reference shall in all cases be  
13          made within 10 working days from the effective date of such suspension. The decision of the  
14          Arbitrator shall be served upon the Department of Labor Relations and the Association. In  
15          such proceedings the provisions of Section 4.02, Par. (2) shall apply.

16

17                                   P A R T   5

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19   5.01 ENTIRE AGREEMENT

20          The foregoing constitutes the entire Agreement between the parties by which the  
21          parties intended to be bound and no verbal statement shall supersede any of its provisions.  
22          All existing ordinances and resolutions of the Milwaukee County Board of Supervisors  
23          affecting wages, hours and conditions of employment not inconsistent with this Agreement  
24          are incorporated herein by reference as though fully set forth. To the extent that the  
25          provisions of this Agreement are in conflict with existing ordinances or resolutions, such  
26          ordinances and resolutions shall be modified to reflect the agreements herein contained.

27

28   5.02 SUCCESSORS AND ASSIGNS

29          In the event any institution, department or other County function is taken over by any  
30          other governmental agency, the County will make every effort to persuade the successor



1 agency to hire affected employees and to adopt and maintain in force the present wages, hours  
2 and conditions of employment to which the affected employees are entitled under the existing  
3 bargaining agreement.

#### 4 5 5.03 SAVING CLAUSE

6 If any article or part of this Agreement is held to be invalid by operation of law or by  
7 any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or  
8 part should be restrained by such tribunal, the remainder of the Agreement shall not be  
9 affected thereby and the parties shall enter into immediate negotiations for the purpose of  
10 arriving at a mutually satisfactory replacement for such article or part.

#### 11 12 5.04 RECLASSIFICATION / REALLOCATION STUDY COMMITTEE

13 The parties agree to create a reclassification / reallocation study committee no later  
14 than February 1, 2001 for the expressed purpose to evaluate the total compensation level of  
15 Firefighters / Equipment Operators and Fire Captains. Said study shall be completed in time  
16 for adoption in the Airport's 2002 Budget.

17 Each party shall select four members to serve on said committee. The Director of  
18 Human Resources and the Director of the Airport shall select a consultant to assist this  
19 committee.

20 This study shall not result in the reduction of any existing employee's salary. The cost  
21 of the study shall be born by the Airport and the Department of Human Resources for  
22 Milwaukee County. Neither party shall initiate any litigation of any type as a result of this  
23 study.

#### 24 25 5.05 COLLATERAL AGREEMENTS

26 This provision provides a method regarding the manner and extent of Association  
27 participation in resolving problems which do not come under the provisions of the Agreement  
28 or the grievance procedure.

29 Agreements of this type will be entered into only by the President of the Local. Since  
30 the County has no awareness of the internal mechanisms for the authorization within the

1 constituent Local, the signature of the President, when applicable, on any document reflecting  
2 an Agreement with the County shall be binding, it being assumed that such Association  
3 officer has either received authorization from his Local to execute the document or has  
4 determined in his judgment that the matters under consideration are not of such grave  
5 consequence as to require membership ratification. The same presumption shall apply to the  
6 signature of the County official with whom the understanding has been negotiated.

7 Management and the Association will keep each other apprised of the names of  
8 officials and administrators who may be involved in the procedure outlined.

9 All present collateral agreements shall remain in effect for the life of this Agreement  
10 except as otherwise provided in said agreements. All collateral agreements shall be executed  
11 by the appropriate County official and authorized and signed by the Director of Labor  
12 Relations.

13

1 Dated at Milwaukee, Wisconsin this 30<sup>th</sup> day of April, 2008.

2  
3 (Three copies of this instrument are being executed all with the same force and effect as  
4 though each were an original.)

5  
6 MILWAUKEE COUNTY FIRE FIGHTERS  
7 ASSOCIATION, INTERNATIONAL  
8 ASSOCIATION OF FIRE FIGHTERS,  
9 LOCAL 1072

COUNTY OF MILWAUKEE  
a municipal body corporate

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13 BY Scott Wisniewski  
14 Scott Wisniewski, President

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17 BY Scott Walker  
18 Scott Walker, County Executive

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20 BY James Hillesheim  
21 James Hillesheim  
22 Secretary-Treasurer

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24 BY Mark Ryan  
25 Mark Ryan, County Clerk

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APPROVED FOR EXECUTION

Timothy R. Schewe  
Corporation Counsel 4-29-08